

**SERIAL 06060 RFP RECREATIONAL ART THERAPY FACILITATORS – MCSO**

**DATE OF LAST REVISION: September 25, 2007 CONTRACT END DATE: November 30, 2009**

**CONTRACT PERIOD THROUGH NOVEMBER 30, 2009**

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **RECREATIONAL ART THERAPY FACILITATORS – MCSO**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **December 06, 2006 (Eff. 12/01/06)**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

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Wes Baysinger, Director  
Materials Management

DL/mm  
Attach

Copy to: Clerk of the Board  
Amie Bristol, Sheriff's Office  
Materials Management



# **CONTRACT PURSUANT TO RFP**

## **SERIAL 06060-RFP**

This Contract is entered into this 2nd day of November, 2006 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and Aspen Counseling and Development ("Contractor") for the purchase of art therapy facilitator services for the Maricopa County Sheriff's Office.

### **1.0 CONTRACT TERM**

- 1.1 This Contract is for a term of three (3) years, beginning on the 1<sup>st</sup> day of December, 2006 and ending the 30th day of November, 2009.
- 1.2 The County may, at its option and with the agreement of the Contractor, extend the period of this Contract for additional terms up to a maximum of three (3) additional years, (or at the County's sole discretion, extend the contract on a month-to-month basis for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract period at least thirty (30) calendar days prior to the expiration of the original contract period, or any additional term thereafter.

### **2.0 INVOICES AND PAYMENT**

- 2.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in Exhibit "A.". Payment shall be made upon the County's receipt of a properly completed invoice.
- 2.2 The Contractor shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:
  - 2.2.1 Company name, address and contact
  - 2.2.2 County bill-to name and contact information
  - 2.2.3 Contract Serial Number
  - 2.2.4 County purchase order number
  - 2.2.5 Invoice number and date
  - 2.2.6 Payment terms
  - 2.2.7 Date of service or delivery
  - 2.2.8 Quantity (number of sessions)
  - 2.2.9 Contract Item number(s)
  - 2.2.10 Description of services
  - 2.2.11 Pricing per unit of service
  - 2.2.13 Extended price
  - 2.2.16 Total Amount Due

Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.

- 2.3 Payment will be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Award the Contractor shall fill out an EFT Enrollment form (to be provided by the Procurement

Officer) or as located on the County Department of Finance Website as a fillable PDF document ([www.maricopa.gov/finance/](http://www.maricopa.gov/finance/)).

- 2.3.1 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

### **3.0 DUTIES**

- 3.1 The Contractor shall perform all duties stated in Exhibit “B” at the location(s) and time(s) stated in Exhibit “B,” or as otherwise directed in writing.
- 3.2 During the Contract term, County shall provide Contractor’s personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its contractual obligations.

### **4.0 TERMS & CONDITIONS**

#### **4.1 INDEMNIFICATION:**

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions or mistakes relating to the performance of this Contract. Contractor’s duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting there from, caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of County.

#### **4.2 INSURANCE REQUIREMENTS:**

Contractor, at Contractor’s own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

Contractor’s insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County’s right to coverage afforded under the insurance policies.

The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

**4.2.1 Commercial General Liability.**

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

**4.2.2 Automobile Liability.**

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

**4.2.3 Workers' Compensation.**

Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

**4.2.4 Certificates of Insurance.**

4.2.4.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by

Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

- 4.2.4.2 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. **BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND UNDERSTANDS THAT FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS CONTRACT.**

In the event any insurance policy (ies) required by this Contract is (are) written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

- 4.2.4.3 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

4.3 INTERNET CAPABILITY:

It is the intent of Maricopa County at its option, to utilize the Internet to communicate and to place orders under this Contract.

4.4 NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County  
Department of Materials Management  
Attn: Director of Purchasing  
320 West Lincoln Street  
Phoenix, Arizona 85003-2494

For Contractor:

Aspen Counseling and Development  
Laurie Shaffer-DeMik, MC, LPC, Owner  
15515 East McLellan Boulevard  
Phoenix, Arizona 85014  
Telephone: 480-452-2448  
Facsimile: 480-882-9069  
E-Mail: lauriesd@cox.net

4.5 REQUIREMENTS CONTRACT:

- 4.5.1 Contractor signifies its understanding and agreement by signing this document that this Contract is a requirements contract. This Contract does not guarantee any purchases will

be made (minimum or maximum). Orders will only be placed when County identifies a need and issues a purchase order or a written notice to proceed.

4.5.2 County reserves the right to cancel purchase orders or notice to proceed within a reasonable period of time after issuance. Should a purchase order or notice to proceed be canceled, the County agrees to reimburse the Contractor for actual and documented costs incurred by the Contractor. The County will not reimburse the Contractor for any avoidable costs incurred after receipt of cancellation, or for lost profits, or shipment of product or performance of services prior to issuance of a purchase order or notice to proceed.

4.5.3 Purchase orders shall be cancelled in writing.

**4.6 PRICE ADJUSTMENTS:**

Any requests for reasonable price adjustments must be submitted sixty (60) days prior to the Contract expiration date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey.

**4.7 TERMINATION FOR CONVENIENCE:**

The County reserves the right to terminate the Contract, in whole or in part at any time, with thirty (30) days notice, when in the best interests of the County without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the County. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor specifically for delivery to County under the Contract shall become the property of and be delivered to the County upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.

**4.8 TERMINATION FOR DEFAULT:**

4.8.1 In addition to the rights reserved in the Contract, the County may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any material term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide thirty (30) days written notice to Contractor, identifying the deficiencies in Contractor's performance or other material provision, allowing Contractor, within those thirty (30) days, to cure the deficient performance. If Contractor fails to cure the deficient performance within the thirty (30) day cure period, the Contract shall be terminated.

4.8.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County on demand.

4.8.3 The County may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the County for any excess costs incurred by the County in procuring materials or services in substitution for those due from the Contractor.

4.8.4 The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

**4.9 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:**

Notice is given that pursuant to A.R.S. §38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S §38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

**4.10 OFFSET FOR DAMAGES;**

In addition to all other remedies at law or equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this Contract.

**4.11 ADDITIONS/DELETIONS OF SERVICE:**

The County reserves the right to add and/or delete products and/or services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the proposal price. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

**4.12 SUBCONTRACTING:**

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Proposal Serial Number and identify the job project.

**4.13 AMENDMENTS:**

All amendments to this Contract must be in writing and signed by both parties.

**4.14 RETENTION OF RECORDS:**

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

**4.15 AUDIT DISALLOWANCES:**

If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

**4.16 ALTERNATIVE DISPUTE RESOLUTION:**

4.16.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:

4.16.1.1 Render a decision;

4.16.1.2 Notify the parties that the exhibits are available for retrieval; and

4.16.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).

4.16.2 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.

4.16.3 Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.

**4.17 SEVERABILITY:**

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

**4.18 RIGHTS IN DATA:**

The County shall own have the use of all data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

**4.19 INTEGRATION:**

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.



**4.20 GOVERNING LAW:**

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona.

**4.21 INCORPORATION OF DOCUMENTS:**

The following are to be attached to and made part of this Contract.

4.24.1 Exhibit A, Pricing.

4.24.2 Exhibit B, Scope of Work

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

**CONTRACTOR**

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
PRINTED NAME AND TITLE

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
DATE

**MARICOPA COUNTY**

BY: \_\_\_\_\_  
DIRECTOR, MATERIALS MANAGEMENT

\_\_\_\_\_  
DATE

BY: \_\_\_\_\_  
CHAIRMAN, BOARD OF SUPERVISORS

\_\_\_\_\_  
DATE

**ATTESTED:**

\_\_\_\_\_  
CLERK OF THE BOARD

\_\_\_\_\_  
DATE

**APPROVED AS TO FORM:**

\_\_\_\_\_  
DEPUTY MARICOPA COUNTY ATTORNEY

\_\_\_\_\_  
DATE

**EXHIBIT A**

BLANKET ORDER #: ~~B0700204/NIGP-94876-94886~~

CONTRACTOR NAME:	<u>Aspen Counseling and Development</u>
VENDOR # :	<u>W000008364</u>
CONTRACTOR ADDRESS:	<u>1515 E McLellan Blvd, Phoenix, AZ 85014</u>
CONTRACTOR PHONE #:	<u>480 452 2448</u>
CONTRACTOR FAX #:	<u>480 882 9069</u>
COMPANY CONTACT (REP):	<u>Laurie Shaffer-DeMik, MC LPC</u>
E-MAIL ADDRESS (REP):	<u><a href="mailto:lauriesd@cox.net">lauriesd@cox.net</a></u>

OTHER GOVERNMENT AGENCIES MAY USE THIS CONTRACT.

PAYMENT TERMS ARE NET 30 DAYS

PERCENTAGE OF M/WBE PARTICIPATION IS 100 %

**1.0 PRICING:**

<u>GROUP SESSION DESCRIPTION</u>	<u>PRICE</u>
1.1 Group Session - Adult Male	<u>\$225.00</u>
1.2 Group Session - Adult Female	<u>\$225.00</u>
1.3 Group Session - Juvenile Male	<u>\$225.00</u>
1.4 Group Session - Juvenile Female	<u>\$225.00</u>

## EXHIBIT B

### SCOPE OF WORK

#### 1.0 **INTENT:**

The intent of this Contract is for the Contractor to facilitate art therapy groups to teach inmates how to redesign and implement new thinking patterns to meet the Maricopa County Sheriff's Office (MCSO) Custody Support Division's goals of reducing recidivism, by teaching inmates how to control anger and stress, discontinue anti-social behaviors including domestic violence, and make positive, responsible choices

#### 2.0 **SCOPE OF WORK:**

##### 2.1 QUALIFICATION REQUIREMENTS:

- 2.1.1 Facilitators providing direct services (inmate contact) will primarily be Master's-level facilitators, but occasionally may be a Bachelor's-level professional who are currently working toward their Master's degree in the field of human services (e.g. Counseling, Psychology, Social Work, or related field). Facilitators providing direct services must be State-certified for counseling or must be eligible for certification in Behavioral Health or Substance Abuse Counseling.
- 2.1.2 Facilitators must possess professional certification in counseling to be eligible for State certification. Criteria for eligibility for State certification may be obtained from the Board of Behavioral Health Examiners, (602) 542-1882. Those facilitators who do not currently hold independent licensure in the state of Arizona will be under the direct supervision of Laurie Shaffer-DeMik, MC, LPC, who is licensed, in good standing, in the state of Arizona.
- 2.1.3 Facilitators should have a minimum of two (2) years experience or at least 2,000 hours in counseling. The facilitator must also be experienced in delivering art/recreation therapy.
- 2.1.4 If Contractor does not possess a current license, Contractor will have 120 days to obtain a license or be determined to be in default under this Contract's terms and conditions.
- 2.1.5 Substitution of facilitators will only be permitted when Contractor notifies MCSO and the substitute facilitators are screened and granted clearance as specified above.

##### 2.2 CREDENTIALS VERIFICATION:

- 2.2.1 Contractor employees who have contact with inmates and/or records under the supervision or jurisdiction of the MCSO pursuant to this Contract must submit to a security clearance and background check by MCSO. This background investigation will be completed prior to beginning work under this Contract. The background check may also include a criminal records check. The background check will be carried out by MCSO after award at the cost of MCSO. The background check process includes a security class. The jail entry badges will be created at this time also.
- 2.2.2 Contractor will obtain a signed background check release form from employees who have contact with inmates and/or records under the supervision or jurisdiction of MCSO pursuant to this Contract. The Contractor shall provide the signed background check release form to MCSO immediately upon award so that the background check can be completed. Typically, the background check process takes two (2) to three (3) weeks to complete, although MCSO cannot guarantee a specific time frame. Contractor employees shall not have contact with inmates or inmate records as stated above until MCSO has completed the background investigation and has cleared the person for such contact or access.

- 2.2.3 MCSO's decision as to the eligibility of Contractor's employee for contact with inmates or records as stated above is final and is not appealable. Pursuant to state law, the information derived from the background check cannot be divulged to the Contractor, the employee or any other unauthorized party.
- 2.2.4 Contractor is to notify MCSO of any and all material changes to personnel and program content. Notification of content changes must be made in advance of implementation and receive approval by identified MCSO personnel prior to implementation. Notification of staff changes must be made within 48 hours of predicted or actualized change(s).

**2.3 PARAMETERS:**

- 2.3.1 Inmates will be referred by the MCSO Custody Support Division staff. MCSO will provide criteria for selection to Contractor to aid in data analysis and statistical reporting.
- 2.3.2 There are four (4) inmate groups involved. Separate groups will be run for each inmate classification. Group content may be adjusted to include content specific for gender, age, and culturally sensitive goals.
  - 2.3.2.1 Male juveniles between the ages of 12 and 18.
  - 2.3.2.2 Female juveniles between the ages of 12 and 18.
  - 2.3.2.3 Adult females.
  - 2.3.2.4 Adult males.
- 2.3.3 These are open-ended groups and may be located in one or more of the MCSO jail facilities.
- 2.3.4 Contractor will provide twice-weekly group sessions with 15~20 participants (e.g. all 15~20 participants attend group on Monday and Wednesday) over a maximum 48-week period of time to referred inmates. Sessions shall be 90 to 120 minutes of inmate-facilitator contact (The 90 minute segment does not include travel, set up or administrative time on the part of the facilitator.). Sessions must be facilitated by use of planned activities. The facilitator must provide the group with materials and activities that are approved by the jail commander and counseling staff. Substitution of facilitators is prohibited, with no exceptions for the term of any resultant contract.
- 2.3.5 Groups will be semi-open in nature, such that each participant commits to completing the entire curriculum of group sessions. However, new participants may be added at the beginning of each week, while members completing the curriculum will be discharged upon completing the final group session at the end of their last week.
- 2.3.6 Gender-specific and bilingual programming is preferred.
- 2.3.7 A Curriculum Binder with a suggested overall curriculum (set up in 6 or 12 week overall group periods, as designated by Alpha Group) will be provided to MCSO staff for approval by the jail commander and counseling staff. This binder will include session content, goals and objectives of each session, materials to be used, resultant product (if any) made in the group. Only approved curriculum/group sessions will be used in the facilitation of any group. During the course of a group it may become necessary or therapeutically appropriate to change group content, based on clinical judgment. All substitutions or changes will be made by utilizing an alternative group activity from the approved binder. Aspen is constantly seeking new and innovative ideas. As such, new curriculum may be developed over the life of the contract. Any new suggested group material will be submitted and approved by MCSO prior to adding it to our curriculum.

- 2.3.8 Inmate/Participant alliance with the facilitator is seen as very important in delivery of therapeutic services. As such, every effort will be made to have a consistent facilitator designated for each group. Due to the open nature of these groups, it may be necessary to permanently replace a facilitator in the middle of the process. When this is necessary, Contractor will replace the outgoing facilitator with a pre-screened facilitator already approved by MCSO. In the event of an illness or unforeseen event that prevents the regular facilitator from facilitating a group, Contractor will make every effort to provide a substitute facilitator that has been previously screened and approved by MCSO. If one is not available, that group session may be cancelled. Contractor will notify MCSO at least four hours prior to group time, if possible, if this unavoidable situation occurs. Due to time constraints, these substitutions of pre-approved facilitators will not require an additional approval by MCSO.
- 2.3.9 In the case where new facilitators are added to Contractor's staff, Contractor shall notify MCSO with the request to screen and provide clearance to new facilitators, at MCSO expense. In all cases, the facilitators will be screened and cleared by MCSO prior to providing services.

**2.4 SERVICES:**

- 2.4.1 Contractor shall insure program is designed to teach each inmate receiving treatment to learn to accept responsibility for changing his/her behavior by learning how to identify and change the attitudinal, physical, psychological, and intellectual factors that contribute to resistances and barriers to change. To accomplish this, the Contractor shall provide all labor, personnel and materials to facilitate a learning environment in the art/recreation therapy sessions whereby inmates are:
- 2.4.1.1 provided an objective presentation of goals, objectives and contrasting behavior and/or attitudes;
  - 2.4.1.2 presented with art/recreation activities that will promote exploration and expression of inner issues, stress management and development of new thinking patterns;
  - 2.4.1.3 provided a curriculum that will include additional emphasis on cognitive behavioral skills/techniques and an overview of the change process and how it applies to their own unique situation;
  - 2.4.1.4 provided a curriculum that will include self-enhancing opportunities that assist the inmate in accepting positive qualities in themselves and others, honor their strengths and to accept their limitations without deprecating judgment;
  - 2.4.1.5 provided variety of techniques and mediums that will be used in group sessions..
- 2.4.2 Sessions.
- 2.4.2.1 Each session will include an initial relaxation, stress reduction or preparation exercise to encourage participation with maximum comfort (initial group members will complete pre-group assessment at this time). Although art therapy, in and of itself, can lead to development of stress reduction skills, this ensures that each inmate/participant will have practiced a new skill weekly.
  - 2.4.2.2 The relaxation period will be followed by the group session as outlined in the curriculum binder.
  - 2.4.2.3 The final segment of each session will be designated for work on a group/community art project that will result in a completed art project for the group. This art project will remain property of MCSO unless MCSO allows Contractor to take possession.

2.4.2.4 A post-group assessment for outgoing group members will be completed at the end of their final group session. The post-group assessment will include measurement of client willingness and attitudes regarding continued outpatient therapeutic services.

2.4.3 A discharge summary with recommendations will be provided to the MCSO ALPHA/Education Section within 15 days of any inmate/participant completion of group curriculum.

2.4.4 Contractor shall immediately report any inmate/participant who exhibits unusual or crisis behavior to the MCSO staff assigned to monitor the group activities and to the administrator (or designee) of this program. Inmate/Participants who pose a risk to themselves or others, or who significantly disrupt the ability of other participants to participate in the session will be discharged from the group. A discharge summary will be provided within 24 hours of the termination.

**2.5 PROGRAM ADMINISTRATION REQUIREMENTS:**

2.5.1 Attendance will be taken at each group session. Any discrepancies between MCSO referred participants and actual attendees will result in notification to designated MCSO personnel by fax, mail drop or in person within 24 hours of the group session.

2.5.2 Monthly progress reports shall be submitted to authorized MCSO staff documenting attendance, attitude, progress in treatment, future treatment recommendations. The reports are due to the MCSO staff within five working days after the completion of the agreed-upon reporting period.

2.5.3 Statistical reports are to be completed and submitted to MCSO personnel as indicated. Progress evaluation methods and measurements are some dynamics to be measured throughout the treatment and Contract duration. Pre- and post-testing of each inmate, to measure improvements, is required.

2.5.4 If it is determined that an inmate may be dismissed or discharged from a group or discharged from a group by the Contractor, the Contractor shall notify MCSO Programs personnel. Such notification must occur prior to termination unless infraction violates the safety and well-being of the inmate or others. If terminated from a group, a written report shall be submitted to the identified MCSO staff within 24 hours of the inmate's dismissal.

2.5.5 Contractor shall prepare, update, and report outcomes relating to individualized treatment plans for each inmate served.

**2.6 USAGE REPORT:**

The Contractor shall furnish the MCSO a quarterly usage report. The report shall include the total number of participants at each facility, total number or groups held at each facility and the total dollar amount disbursed by MCSO for these services..

**2.7 FACILITIES:**

During the course of this Contract, MCSO shall provide Contractor with adequate workspace for facilitators, group sessions and other related facilities as required to carryout the obligations of this Contract.

MCSO will provide a workspace adequate to support the facilitator and a maximum of twenty participants.

The workspace shall be considered safe and appropriate to carry out the functions of an art/recreation therapy group. The workspace will be free from distractions, or intrusion by non-

group members. MCSO will provide this space in an area that can monitored by MCSO personnel to ensure the safety of the facilitator and all participants.

A storage area near the designated workspace may be required to store items not available in the workspace (tables, easels, etc), art therapy supplies, and art projects for the inmate/participants during their tenure in the group. (All art projects will be given to MCSO, but it is important to store some artwork for evaluation of progress and themes from session to session, requiring the art to be available during the group sessions).

**2.8 TAX:**

No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.

**2.9 DELIVERY:**

It shall be the Contractor's responsibility to meet the proposed delivery requirements. County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor. MCSO will allow at least 30 days for the upstart of a new group (identified as a new participant class or new service location), prior to seeking or obtaining services on the open market.

**ASPEN COUNSELING & DEVELOPMENT, 2330 W. ESTRELLA DRIVE, CHANDLER, AZ 85224**

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E-mail Address:	<a href="mailto:lauriesd@cox.net">lauriesd@cox.net</a>
Certificates of Insurance	Required
Contract Period:	To cover the period ending <b>November 30, 2009.</b>